

**BEFORE THE  
DENTAL BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

JOHN PHILIP BRADFORD, DDS  
3823 Eighth Avenue  
San Diego, CA 92103

Dental License No. 44657

Respondent.

Case No. DBC 2006-108

**DECISION**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Dental Board of California, Department of Consumer Affairs, State of California as its Decision in the above-entitled matter.

This Decision shall become effective on April 10, 2009.

It is so ORDERED on March 10, 2009.

  
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DENTAL BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS

1 EDMUND G. BROWN JR., Attorney General  
of the State of California  
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8 Attorneys for Complainant

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10 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
**FOR THE DENTAL BUREAU OF CALIFORNIA**  
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. DBC 2006-108

13 JOHN PHILIP BRADFORD, DDS  
14 3823 Eighth Avenue  
San Diego, CA 92103

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

15 Dental License No. 44657

16 Respondent.

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18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
19 above-entitled proceedings that the following matters are true:

20 PARTIES

21 1. Cathleen Poncabare (Complainant) is the Executive Officer of the Dental  
22 Bureau of California. Her predecessor brought this action solely in his official capacity and she  
23 is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of  
24 California, by David E. Hausfeld, Deputy Attorney General.

25 2. Respondent, John Philip Bradford, DDS, is represented in this proceeding  
26 by attorney David Rosenberg, of Rosenberg, Shpall & Associates, whose address is 401 "B"  
27 Street, Suite 2209, San Diego, CA 92101. His telephone number is (619) 232-1826.

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3. On or about August 4, 1997, the Dental Bureau of California issued Dental License No. 44657 to John Philip Bradford. The Dental License was in full force and effect at all times relevant to the charges brought in Accusation No. DBC 2006-108 and will expire on January 31, 2009, unless renewed.

## JURISDICTION

4. Accusation No. DBC 2006-108 was filed before the Director of Consumer Affairs (Director), for the Dental Bureau of California (Bureau), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on May 11, 2007. Respondent timely filed his Notice of Defense contesting the Accusation. The First Amended Accusation was served on Respondent on May 8, 2008. A copy of the First Amended Accusation No. DBC 2006-108 is attached as Exhibit A and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. DBC 2006-108. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

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1 CULPABILITY

2 8. Respondent admits the truth of each and every charge and allegation in  
3 Accusation No. DBC 2006-108.

4 9. Respondent agrees that his Dental License is subject to discipline and he  
5 agrees to be bound by the Director of Consumer Affairs (Director) 's imposition of discipline as  
6 set forth in the Disciplinary Order below.

7 CONTINGENCY

8 10. This stipulation shall be subject to approval by the Director of Consumer  
9 Affairs or her designee. Respondent understands and agrees that counsel for Complainant and  
10 the staff of the Dental Bureau of California may communicate directly with the Director and staff  
11 of the Department of Consumer Affairs regarding this stipulation and settlement, without notice  
12 to or participation by Respondent or his counsel. By signing the stipulation, Respondent  
13 understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation  
14 prior to the time the Director considers and acts upon it. If the Director fails to adopt this  
15 stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be  
16 of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
17 between the parties, and the Director shall not be disqualified from further action by having  
18 considered this matter.

19 11. The parties understand and agree that facsimile copies of this Stipulated  
20 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
21 force and effect as the originals.

22 12. In consideration of the foregoing admissions and stipulations, the parties  
23 agree that the Director may, without further notice or formal proceeding, issue and enter the  
24 following Disciplinary Order:

25 DISCIPLINARY ORDER

26 IT IS HEREBY ORDERED that Dental License No. 44657 issued to Respondent  
27 John Philip Bradford, DDS, is revoked. However, the revocation is stayed and Respondent is  
28 placed on probation for seven (7) years on the following terms and conditions.

1                   1.       **Obey All Laws.** Respondent shall comply with all conditions of  
2 probation and obey federal, state and local laws and all rules and regulations governing the  
3 practice of dentistry in California, and remain in full compliance with any court ordered criminal  
4 probation, payments and other requirements.

5                   2.       **Quarterly Declarations.** Respondent shall submit quarterly declarations  
6 under penalty of perjury on the Bureau's Quarterly Report of Compliance forms provided by the  
7 Bureau, stating whether there has been compliance with all the conditions of probation.

8                   3.       **Probation Surveillance.** Respondent shall comply with the Bureau's  
9 probation surveillance program.

10                  4.       **Interviews.** Respondent shall appear in person for interviews with a  
11 Bureau representative upon request at various intervals and with reasonable notice.

12                  5.       **Change of Address.** Respondent shall inform the Bureau in writing  
13 within 15 days of any change of place of practice or place of residence. Respondent shall at all  
14 times keep the Bureau informed of his address of business and residence which shall both serve  
15 as addresses of record. Under no circumstances shall a post office box serve as an address of  
16 record.

17                  Respondent shall also immediately inform the Bureau, in writing, of any travel to  
18 any areas outside the jurisdiction of California which lasts, or is contemplated to last, more than  
19 thirty (30) days.

20                  6.       **Cost Recovery.** Respondent is hereby ordered to reimburse the Bureau  
21 the amount of \$7,500.00 within 90 days from the effective date of this decision for its  
22 investigative and prosecutorial costs. Failure to reimburse the Bureau's cost of its investigation  
23 and prosecution shall constitute a violation of this order, unless the Director or its Executive  
24 Officer agrees in writing to payment by an installment plan because of financial hardship.  
25 However, in the event an installment plan is permitted, full payment must be received no later  
26 than one year prior to the scheduled termination of probation.

27                  7.       **Probation Monitoring Costs.** All costs incurred for probation  
28 monitoring during the entire probation period shall be paid by the Respondent. The monthly cost

1 may be adjusted as expenses are reduced or increased. Respondent's failure to comply with all  
2 terms and conditions may also cause this amount to be increased.

3 All payments for costs are to be sent directly to the Dental Bureau and must be  
4 received by the date(s) specified. (Periods of tolling will not toll the probation monitoring costs  
5 incurred.)

6 If Respondent is unable to submit costs for any month, he shall be required,  
7 instead to submit an explanation of why he is unable to submit the costs, and the date(s) he will  
8 be able to submit the costs including payment amount(s). Supporting documentation and  
9 evidence of why the Respondent is unable to make such payment(s) must accompany this  
10 submission.

11 The failure to submit costs in a timely manner is a violation of probation and  
12 submission of evidence demonstrating financial hardship does not preclude the Bureau from  
13 pursuing further disciplinary action. However, if Respondent provides evidence and supporting  
14 documentation of financial hardship it may delay further disciplinary action.

15 In addition to any other disciplinary action taken by the Bureau, an unrestricted  
16 license will not be issued at the end of the probationary period and any license or certificate  
17 issued to Respondent will not be renewed, until such time all probation monitoring costs have  
18 been paid.

19 8. **License Surrender.** Following the effective date of this decision, if  
20 Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy  
21 the terms and conditions of probation, Respondent may voluntarily surrender his license to the  
22 Bureau. The Bureau reserves the right to evaluate the Respondent's request and to exercise its  
23 discretion whether to grant the request, or to take any other action deemed appropriate and  
24 reasonable under the circumstances. Upon formal acceptance of the tendered license,  
25 Respondent will no longer be subject to the terms and conditions of probation.

26 9. **Absence from State/Practice.** In the event Respondent should leave  
27 California to reside or practice outside the State, Respondent must provide written notification to  
28 the Bureau of the dates of departure and return. Periods of residence or practice outside of

1 California will not apply to the reduction of the probationary period. In the event Respondent  
2 ceases to actively practice dentistry in California, Respondent must provide written notification  
3 of that fact to the Bureau. The period when the Respondent is not practicing will not apply to the  
4 reduction of the probationary period. Absence from the state or absence from practice shall not  
5 relieve the Respondent from fulfilling the conditions of probation requiring reimbursement of  
6 costs.

7                   10.     **Continuance of Probationary Term/Completion of Probation.** If  
8 Respondent violates the terms of this probation in any respect, the Bureau, after giving  
9 Respondent notice and the opportunity to be heard, may set aside the stay order and impose the  
10 revocation of the Respondent's license. If, during the period of probation, an accusation and/or a  
11 petition to revoke probation has been filed against Respondent's license or the Attorney General's  
12 Office has been requested to prepare an accusation and/or a petition to revoke probation against  
13 Respondent's license, the probationary period shall automatically be extended and shall not  
14 expire until the accusation and/or the petition to revoke probation has been acted upon by the  
15 Bureau. Upon successful completion of probation, Respondent's license will be fully restored.

16                   11.     **Supervised Environment.** Within 60 days of the effective date of this  
17 decision, Respondent shall submit to the Board, for its prior approval, the name and  
18 qualifications of one or more proposed supervisors and a plan for each such supervisor by which  
19 Respondent's practice would be supervised. Respondent shall not practice until receiving  
20 notification of Bureau approval of Respondent's choice of a supervisor.

21                   The plan of supervision shall be general and not require the physical presence of  
22 the supervising dentist during the time dental procedures are performed but does require an  
23 occasional random check of the work performed on the patient. Additionally, the supervisor  
24 shall have full and random access to all patient records of Respondent.

25                   Each proposed supervisor shall be a California licensed dentist who shall submit  
26 written reports to the Bureau on a quarterly basis verifying that supervision has taken place as  
27 required and include an evaluation of Respondent's performance. It shall be Respondent's  
28 responsibility to assure that the required reports are filed in a timely manner.

1           The supervisor shall be independent, with no prior business or professional  
2 relationship with Respondent and the supervisor shall not be in a familial relationship with or be  
3 an employee, partner or associate of Respondent. If the supervisor terminates or is otherwise no  
4 longer available, Respondent shall not practice until a new supervisor has been approved by the  
5 Board. All costs of the supervision shall be borne by the Respondent.

6           **12. Psychiatric/Physical Evaluation.** Within 60 days of the effective date of  
7 this decision, and on a periodic basis thereafter as required by the Board or its designee,  
8 Respondent shall undergo a psychiatric evaluation by a licensed psychiatrist approved by the  
9 Bureau. Such evaluator shall furnish a written report to the Bureau or its designee regarding  
10 Respondent's judgment and ability to independently and safely practice dentistry and such other  
11 information as the Bureau may require. The cost of such evaluation shall be borne by  
12 Respondent. Respondent shall execute a Release of Information form authorizing the evaluator  
13 to release all information to the Bureau. Respondent shall comply with the recommendations of  
14 the evaluator. This evaluation shall be treated as confidential by the Bureau and is not subject to  
15 discovery.

16           If there is a need for ongoing psychiatric treatment Respondent shall within 30  
17 days of the requirement notice, submit to the Bureau for its prior approval the name and  
18 qualifications of a psychotherapist of Respondent's choice. Respondent shall undergo and  
19 continue psychotherapy until further notice from the Bureau or its designee. Respondent shall  
20 have the treating psychotherapist submit quarterly status reports to the Bureau or its designee  
21 indicating whether the Respondent is capable of practicing dentistry safely.

22           **13. Diversion.** The Respondent is currently enrolled in the Bureau's  
23 Diversion Program through the Diversion Evaluation Committee (DEC). Respondent shall  
24 continue to attend the program until it is completed. Respondent shall fully comply with the  
25 terms and conditions of treatment as prescribed by the DEC. Any costs incurred will be the  
26 responsibility of Respondent. Failure to successfully complete the DEC treatment program shall  
27 constitute a violation of probation.

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14. **Biological Fluid Testing.** Respondent shall submit to random biological fluid testing at his own expense upon the demand of the Bureau or its designee.

15. **Abstain from Use of Alcohol/Controlled Substances/Dangerous Drugs.** For the entire term of probation Respondent shall abstain from all use and possession of alcohol, controlled substances, and dangerous drugs, unless legally prescribed for medically or dentally diagnosed health reasons for a bona fide illness or medical/dental condition.


16. **Surrender/Partial Surrender of Drug Enforcement Agency Permit.** Respondent has previously surrendered his Drug Enforcement Agency Permit. Respondent shall not apply for a new permit without prior written approval from the Bureau.

17. **Ethics.** Within 30 days of the effective date of this decision, Respondent shall submit for prior Bureau approval a course in ethics which he shall complete within the first year of probation. Units obtained for an approved course in ethics shall not be used for continuing education units required for renewal of licensure.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, David Rosenberg. I understand the stipulation and the effect it will have on my Dental License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 11-7-08.

  
JOHN PHILIP BRADFORD, DDS  
Respondent

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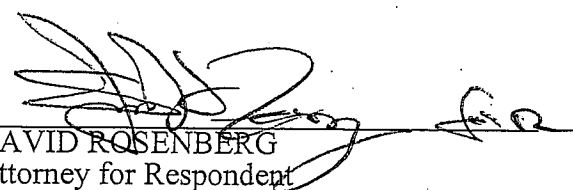
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1 I have read and fully discussed with Respondent John Philip Bradford, DDS the  
2 terms and conditions and other matters contained in the above Stipulated Settlement and  
3 Disciplinary Order. I approve its form and content.

4 DATED: 11/1/08

5  
6   
7 DAVID ROSENBERG  
8 Attorney for Respondent

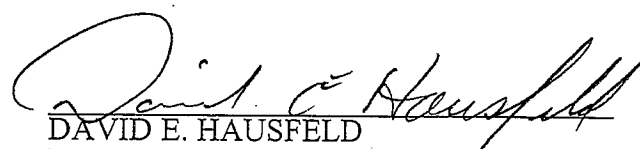
9 ENDORSEMENT

10 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
11 submitted for consideration by the Director of Consumer Affairs.

12  
13 DATED: 11/14/08

14 EDMUND G. BROWN JR., Attorney General  
15 of the State of California

16 LINDA K. SCHNEIDER  
17 Supervising Deputy Attorney General

18   
19 DAVID E. HAUSFELD  
20 Deputy Attorney General

21 Attorneys for Complainant

22 DOJ Matter ID: SD2007800945  
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